

Exhibit B

TYLER MILLER,)	
)	
Plaintiff,)	
)	
v.)	Case No: 3:20-cv-00313
)	
BRIGHTSTAR INTERNATIONAL CORP.)	Judge Waverly D. Crenshaw, Jr.
d/b/a BRIGHTSTAR CORP.,)	Mag. Judge Alistair Newbern
Defendant.)	

The plaintiff, Tyler Miller, responds as follows to Brightstar Corp.'s First Set of Interrogatories, Requests for Production of Documents, and Requests for Admission:

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REQUESTS FOR ADMISSION

1. Admit that you are currently an employee of Brightstar.

RESPONSE: Objection. This request calls for a legal conclusion. Subject to this objection, Brightstar's failure to pay plaintiff his agreed-upon salary and its breach of the Employment Agreement may constitute a constructive discharge under applicable law.

2. Admit that your employment with Brightstar has not been terminated.

RESPONSE: Denied. Brightstar has repudiated its obligation to pay plaintiff his annual \$200,000 salary in accordance with the Company's normal payroll procedures. Such conduct constitutes a constructive termination of plaintiff's employment.

3. Admit that you have not performed any work for Brightstar since the Furlough took effect on March 25, 2020 through the present date.

RESPONSE: Admitted.

4. Admit that you have continued to receive your medical, dental, and other employee benefits, as provided for under the Employment Agreement, during the Furlough.

RESPONSE: Denied. Plaintiff has not received his annual salary of \$200,000, which is the most significant benefit specified in the Employment Agreement.

5. Admit that Brightstar has not changed the amount of your annual base salary (*i.e.*, \$200,000.00) under the Employment Agreement.

RESPONSE: Denied. By its conduct Brightstar has effectively reduced plaintiffs' compensation to zero.

6. Admit that Brightstar has not changed your employee benefits under the Employment Agreement.

RESPONSE: Denied. Plaintiff has not received his annual salary of \$200,000, which is the most significant benefit specified in the Employment Agreement.

7. Admit that you have not given a written notice of your resignation from Brightstar to Brightstar.

RESPONSE: Admitted.

8. Admit that you have not given written notice to Brightstar "specifically describing" a "condition giving rise to Good Reason" under the Employment Agreement and "allowing [Brightstar] a period of 30 days from the date of receipt of the notice to remedy such condition," within "60 days of the initial existence of such condition."

RESPONSE: Admitted.

9. Admit that you have not actually terminated your employment with Brightstar by giving written notice of resignation within 90 days after the initial existence of a condition giving rise to "Good Reason" under the Employment Agreement.

RESPONSE: Admitted.

10. Admit that you have not “resign[ed] with Good Reason” from Brightstar under the Employment Agreement.

RESPONSE: Admitted.

Respectfully submitted,

s/Eugene N. Bulso, Jr

Eugene N. Bulso, Jr. (BPR No. 12005)

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served via electronic mail on the following:

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Attorneys for Brightstar International Corp.

on this 1st day of October 2020.

s/ Eugene N. Bulso, Jr.

Eugene N. Bulso, Jr.